



**FULTON COUNTY**

***Vision***

*People Families Neighborhoods*

***Mission***

*To serve, protect and govern in concert with  
local municipalities*

***Values***

*People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 06RFP00016YB-BR**

**FULTON COUNTY JAIL INMATE PHYSICAL HEALTH  
SERVICES**

**For**

**OFFICE OF THE SHERIFF**

**RFP DUE TIME AND DATE: 11:00 A.M. TUESDAY, OCTOBER 31, 2006**

**PURCHASING CONTACT: Brian Richmond 404-730-7915**

**E-MAIL: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**

**Pre-Proposal Conference: October 3, 2006 at 10:00 A.M. at The Fulton County  
Jail 901 Rice Street, Atlanta Georgia 30318-4938**

# FULTON COUNTY JAIL INMATE PHYSICAL HEALTH SERVICES

## REQUEST FOR PROPOSALS

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## SECTION 1 INTRODUCTION

### 1.1 PURPOSE

Fulton County, Georgia ("County") is **Fulton County Jail Inmate Physical Health Services.**

Through the issuance of this Request For Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers to provide physical health services for inmates housed at the Fulton County main Jail and its satellite offices.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Fulton County Jail Inmate Physical Health Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 DESCRIPTION OF THE PROJECT

This project involves the provision of physical health services for inmates housed at the Fulton County Jail and its satellite offices.

### 1.3 BACKGROUND

Medical health services, outlined within the scope of this RFP, shall be provided at the Fulton County Jail complex, which currently consists of the *Main Jail*, *Bellwood Facility*, *2F Jail Annex Building*, and the *Alpharetta Jail*, all located in Fulton County, Georgia.

- a. The Fulton County Jail Facility Complex (FCJ) housed an average daily population in the first half of calendar year 2006 of 2,800 inmates, most of whom are pretrial detainees, and many of who are maximum security inmates.
- b. Bellwood, the 2F Building and the Alpharetta Jail will house up to 370 inmates, with minimum or medium security ratings.
- c. Locations:
  1. Fulton County Jail - Main Building, 901 Rice Street, Atlanta, Georgia, 30318

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2. Bellwood Facility, 1101 Jefferson Street, Atlanta, Georgia, 30318
  3. 2F Building, 781 Marietta Street, Atlanta, Georgia, 30318
  4. Alpharetta Jail, 2565 Old Milton Parkway, Alpharetta, Ga, 30004
  5. Such other facilities as the Sheriff may deem proper and appropriate

d. The Fulton County Jail facility provides primary care, orthopedic clinic, OB/GYN (Women's Health Services) clinic, general radiology and laboratory services. A primary health care clinic is also located at the Fulton County Jail.

e. In the event the facility's population increases over 2800, the County shall pay an additional amount per inmate, over 2800 per day, which shall include the cost of additional staff, supplies, and services. All proposers must include a cost per inmate, over 2800 per day in the price proposal section. Each proposer must submit a cost per inmate per day for each inmate housed over 2800 in increments of 250 inmates.

#### **1.4 COUNTY OBJECTIVES**

The following are the County Objectives for this project:

#### **1.5 Purchasing the RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

#### **1.6 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **October 3, 2006 at 10:00 A.M.** at the Fulton County Jail, 901 Rice Street, Atlanta Georgia 30318-4938. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however, Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. Following the Pre-Proposal Conference there will be a mandatory walk-thru the Main Jail.

#### **1.7 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree

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St, S.W., Atlanta Georgia 30303 on or before October 31, 2006 **at 11:00 A.M.** , legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

#### **1.8 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

#### **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Brian Richmond, APA, 404-730-7915, (fax)404-893-1732, [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CONTRACT DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and

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staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after October 9, 2006 **at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.



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Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing and Contract Compliance**

**Attn: Brian Richmond**

**Public Safety Building**

**130 Peachtree Street S.W. Suite 1168**

**Atlanta GA 30303**

**Email: [Brian.Richmond@co.fulton.ga.us](mailto:Brian.Richmond@co.fulton.ga.us)**

**F: 404-893-1732 or P:404-730-7915**

**Fulton County Jail Inmate Physical Health Services**

**06RFP00016YB-BR**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

**2.5 TERM OF CONTRACT**

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

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## **2.6 REQUIRED SUBMITTALS**

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Non-Collusion Affidavit of Bidder/Offeror
  - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination
  - Exhibit B - Employment Report
  - Exhibit C - Schedule of Intended Subcontractor Utilization
  - Exhibit D - Letter of Intent to Perform As a Subcontractor
  - Exhibit E - Declaration Regarding subcontractor Practices
  - Exhibit F - Joint Venture Disclosure Affidavit
  - Equal Business Opportunity (EBO) Plan

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Sheriff's Office and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending

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on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

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Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

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## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

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- The County reserves the right to discontinue negotiations with any selected Proposer.
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
  - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
  - The County may add to or delete from the Project Scope of Work set forth in this RFP.
  - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
  - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
  - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any

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subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

#### **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

#### **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

#### **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

#### **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Office of the Sheriff, Charles Felton, or other designated representative of the department.

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**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT  
COMPLIANCE**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**Fulton County Jail Inmate Physical Health Services  
06RFP00016YB-BR**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms



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and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

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11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
  12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
  13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
  14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
  15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
  16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to

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- fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
  22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
  24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
  25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
  26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

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28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
  30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
    - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
    - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
    - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
  31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or

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otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

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## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

#### **3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than Tuesday, October 31, 2006 at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #06RFP00016YB-BR  
Fulton County Department of Purchasing and Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP  
06RFP00016YB-BR Fulton County Jail Inmate Physical Health Services  
[Technical or Cost Proposal]  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

### **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

### **3.3 SCOPE OF WORK**

This Request for Proposal is for physical health services, not mental health services. The successful Proposer must assure that physical health services and mental health services are fully coordinated.

#### **A. Healthcare Objectives**

All proposers must include in their proposal, standards for medical services sufficient to meet all guidelines and criteria set forth in this proposal. In addition, the successful contractor must provide all services necessary to meet all constitutional obligations of the Jail and Fulton County inmates, and meet all requirements established by the National Commission on Correctional Health Care ("NCCHC"), the American Correctional Association ("ACA"), the Foster vs. Fulton County Consent Order, and any other applicable local, state or federal guidelines, rules, regulations, code and/or laws during the course of any contract awarded as a result of this procurement.

Yes \_\_\_\_\_ (01a)    No \_\_\_\_\_ (01b)

#### **B. Standards/Accreditation**

1. Proposers shall meet the following minimum qualifications, with no exceptions, to be considered for award of this contract:

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- a. The proposer shall have at least a minimum of two (2) years experience providing medical service administration in correctional facilities with an average daily inmate population of 2800 or more or five (5) years experience in a medical teaching hospital or five (5) years experience in the provision of medical services in a Public / County medical hospital, the last two of which must be an operating entity of a Georgia Public Hospital Authority.
  - b. The proposer must demonstrate evidence of NCCHC Accreditation within the past three years in each of the correctional facilities where it currently provides services.
  - c. The proposer shall demonstrate a capacity for immediate contract start-up within 60 days of award. The proposer must provide a list of the five largest contract start-ups.
  - d. The proposer shall demonstrate recruiting capabilities by providing a one-year vacancy report detailing permanent vacancies from a current correctional medical services contract.
  - e. The proposer shall have the capability to supervise and monitor the medical services from a centralized office located in the Atlanta area. The proposer must have personnel with the ability to make medical and administrative executive decisions within the Atlanta metro area.
  - f. The County reserves the right to review the credentials and qualifications of any person currently employed or any new hire, and to reject, in its sole discretion, any person or applicant whose credentials and qualifications are determined to be insufficient. The County reserves the right to notify the proposer of the need to terminate at will any employee for cause. Rejection of any job applicant or current employee by the Sheriff will be final.
  - g. The proposer must demonstrate the ability to implement a continuous quality improvement (CQI) program within **two (2)** months of the contract start date. The program must include on-site inspections by a disinterested third party, of the Sheriff's choosing, at the proposer's cost. The proposer will implement a quality improvement plan, work plan and annual evaluation process within 30 days of the contract start date. This process should involve a multidisciplinary quality improvement committee, collection, trending and analysis of data combined with planning, intervention and reassessment; evaluation of defined data which



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will result in more effective access, improved quality of care and better utilization of resources; this system of internal review should include on-site monitoring of care through medical record review, review of periodic reports on activity and performance measures, review of medication practices, systematic investigation of complaints and grievances; and monitoring of corrective action plans. In addition, there should be review of all deaths in custody, suicides or suicide attempts. Measures should be implemented to resolve important problems and identified concerns. These problems should be re-measured following corrective action. Findings from this work should be incorporated into the organization's training activities. Records of CQI activities must be maintained and a monthly report shall be made to the Chief Jailer.

- h. The proposer must employ only licensed, certified and professionally trained personnel. Employer must review credentials of each employee after Notice of award, but prior to proposer coming on-site. Rejection of any job applicant or current employee by the Sheriff will be final. All professional staff shall have current and valid licensure by the appropriate Georgia licensing board for their profession. In addition, each professional shall declare any current or past license restrictions, suspensions or sanctions to the County. The County will then determine whether that individual will be able to satisfactorily fulfill the responsibilities of the position.
- i. Proposer must provide resume, complete work history, clinical skills, and verify the status of the license(s) for each employee/position. The following are the general requirements for certain specific positions for example:
  - i. Medical Director: licensed, board certified internist or family practitioner, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
  - ii. Director of Nursing: licensed registered nurse, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
- j. The proposer will be required to prepare and implement protocols, policies and procedures which comply with the policies and procedures of the Fulton County Sheriff's Department.



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Yes \_\_\_\_ (05a)      No \_\_\_\_ (05b)

3. All protocols, policies and procedures must receive written approval by the Sheriff or his designee prior to implementation.

Yes \_\_\_\_ (06a)      No \_\_\_\_ (06b)

- . All protocols, policies and procedures shall be reviewed for possible revision on an annual basis.

Yes \_\_\_\_ (07a)      No \_\_\_\_ (07b)

**D. Personnel**

1. Contractor must provide the minimum staffing requirements listed in Section 3.20 of this proposal to include the number of positions and full time equivalent (FTE) hours indicated. If the population falls below 2800 or goes above 3050 for a period of at least three months, the parties will establish new staffing levels by mutual agreement, and adjust the compensation accordingly. Each proposer must submit a cost per inmate per day for each inmate housed over 2800 in increments of 250 inmates.

Yes \_\_\_\_ (08a)      No \_\_\_\_ (08b)

2. Each staff candidate will be interviewed by the contractor with special focus on technical expertise, emotional stability and motivation. The final selections will be subject to approval by the FCJ administration.

Yes \_\_\_\_ (9a)                      No \_\_\_\_ (9b)

3. Contractor shall engage only licensed and qualified personnel to provide professional services.

Yes \_\_\_\_ (10a)      No \_\_\_\_ (10b)

4. Contractor must verify, confirm, and maintain a personnel file containing each employee's and/or applicant's credentials, to include a complete work history, license, degree, clinical skills, and in-service education.

Yes \_\_\_\_ (11a)      No \_\_\_\_ (11b)

5. An on site visit to FCJ must be made by all employee candidates prior to

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rendering formal decision of employment.

Yes \_\_\_\_ (12a)      No \_\_\_\_ (12b)

6. All personnel shall be required to pass a background investigation conducted by the Fulton County Sheriff's Department as a requisite for initial and/or continued employment. Rejection of any job applicant or current employee by the Sheriff will be final.

Yes \_\_\_\_ (13a)      No \_\_\_\_ (13b)

7. All personnel shall comply with current and future state, federal and local laws, regulations, court orders, administrative regulations, administrative directives, policies and procedures of FCJ and professional standards.

Yes \_\_\_\_ (14a)      No \_\_\_\_ (14b)

#### **E. Hospital & Out-Patient Utilization**

1. The Fulton-DeKalb Hospital Authority, (hereinafter the "Authority"), is required to provide services for indigent sick persons in Fulton County. Additionally, the Authority is required, when requested by the County, to furnish treatment to County employees injured in the line of duty, as well as other injured persons when the County has assumed responsibility for the hospitalization and medical treatment of such persons. This would include inmates incarcerated in the Fulton County Jail.
2. Although inmates would be covered under this required duty of the Authority, nothing prevents the Authority from collecting from insurance or other sources of funds covering the cost of medical care or hospitalization of such inmates.
3. It is the opinion of the County attorney that Grady Hospital (Fulton-DeKalb Authority) must render treatment to inmates of the Fulton County Jail, and that this treatment is considered covered by the amount of funds allocated in the current year's budget for the operational costs of Grady Hospital. If funds do not cover treatment rendered by the Authority, the cost is not the responsibility of the proposer.
4. Contractor can bill an insurance company for services rendered if an inmate has private insurance.

#### **F. Program Support Services**

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1. In addition to providing on site services, off site services and personnel services, the successful proposer will also be expected to provide professional management services to support the medical program at FCJ. These additional program support services are as follows:

a. Quality Assurance/ Improvement Committee

- i. The contractor must institute and maintain a quality improvement committee, which will be responsible for developing, recommending and implementing all protocols, policies and procedures necessary for the operation of the medical program at FCJ and all offsite facilities.

Yes \_\_\_\_ (15a)      No \_\_\_\_ (15b)

- ii. The objective of the committee is to monitor the quality of care and the quality of service. In addition, the committee, along with the facility administration, shall design and implement interventions to improve quality.

Yes \_\_\_\_ (16a)      No \_\_\_\_ (16b)

b. Cost Containment Program

- i. The successful proposer must specify a detailed plan for the implementation and operation of a utilization management program designed to optimize the use of resources, especially pharmaceuticals, off-site services, transportation, and hospitalization.

Yes \_\_\_\_ (17a)      No \_\_\_\_ (17b)

- ii. Addressed in this section shall be the mechanism by which the successful proposer plans to control health care costs and the areas in which cost savings will be achieved.

Yes \_\_\_\_ (18a)      No \_\_\_\_ (18b)

- iii. The successful proposer will be active in providing technical support to acquire state and federal grants pertaining to healthcare services at the FCJ.

Yes \_\_\_\_ (19a)      No \_\_\_\_ (19b)

c. Management Information System

- 
- i. The successful proposer must indicate the automated methods to be used in implementing a system for collecting and analyzing the sick call process, grievance tracking, HIV care and treatment, chronic care, intake process, physical examinations, outpatient referrals and inpatient care. The successful proposer must use one of the following database platforms:

- Access
- SQL Server
- Oracle

Yes \_\_\_\_\_ (20a)      No \_\_\_\_\_ (20b)

- ii. The proposer will work closely with FCJ to automate the appointment and medical record systems with a system tied to the County Inmate Locator System.

Yes \_\_\_\_\_ (21a)      No \_\_\_\_\_ (21b)

**G. Women's Health Care**

1. The proposer will be responsible for the provision of all medically necessary health services to the female inmate population in accordance with ACA & NCCHC standards, to include the following:

- a. Sexually transmitted disease screening within one day of inmate arrival into correctional system. This will include syphilis and HIV (see HIV treatment section)

Yes \_\_\_\_\_ (22a)      No \_\_\_\_\_ (22b)

- b. PAP smear within fourteen (14) days of inmate arrival into correctional system. The PAP smear must be consistent with the American Cancer Society recommendations. Inmates who are returned to the system within one (1) year of the initial test will not be retested, unless they are HIV infected. In that case, they will be tested every six months.

Yes \_\_\_\_\_ (23a)      No \_\_\_\_\_ (23b)

- c. Annual PAP smear for those inmates whose incarceration will be in

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excess of one (1) year (see HIV treatment section), unless they are HIV infected. In that case, they will be tested every six months, if clinically indicated.

Yes \_\_\_\_\_(24a)

No \_\_\_\_\_(24b)

- d. Mammograms, consistent with the American Cancer Society recommendations.

Yes \_\_\_\_\_(25a)

No \_\_\_\_\_(25b)

2. The contractor must establish policies and procedures specific to health care of pregnant inmates, which must include, at a minimum, the following:

- a. Pre-natal care, which includes regular monitoring by a medical doctor or nurse practitioner or physician's assistant with obstetric experience..

Yes \_\_\_\_\_(26a)

No \_\_\_\_\_(26b)

- b. Provision of appropriate vitamins.

Yes \_\_\_\_\_(27a)

No \_\_\_\_\_(27b)

- c. Identification and disposition of high-risk pregnancies, to include referrals to Grady Hospital OB/GYN clinics.

Yes \_\_\_\_\_(28a)

No \_\_\_\_\_(28b)

#### **H. Utilization Management and Cost Containment**

1. The proposer must establish a utilization management program for the review and analysis of the utilization of off-site service referrals including sub-specialty and inpatient stays. The utilization management program must demonstrate that the use of outside services has been appropriate (medically necessary) and that the length of stay (if applicable) is monitored.

Yes \_\_\_\_\_(29a)

No \_\_\_\_\_(29b)

2. The proposer must also specify a detailed plan for the implementation and

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operation of a cost containment program. Addressed in this section shall be a mechanism by which the proposer plans to control health care costs, including the cost of pharmaceuticals, off-site diagnostic and specialty care, hospitalization and medically related transportation.

Yes \_\_\_\_ (30a)      No \_\_\_\_ (30b)

**I. Intake Screening**

1. A screening examination must be performed by a licensed practical nurse on all incoming inmates within eight (8) hours of initial intake into correctional system. Screening exam must identify those with mental disorders; identify inmates in need of isolation, those in need of medically necessary health care, as well as those with suicidal tendencies. The nurse should be trained and competent, on a current basis, in physical assessment.

Yes \_\_\_\_ (31a)      No \_\_\_\_ (31b)

2. The screening examination should include, at a minimum, documentation of the following:

- a. Current and past illnesses and health problems, including mental, dental and communicable diseases, medications, allergies, previous surgeries and vital signs.

Yes \_\_\_\_ (32a)      No \_\_\_\_ (32b)

- b. Body deformities and ease of movement.

Yes \_\_\_\_ (33a)      No \_\_\_\_ (33b)

- c. Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and/or infestations and, needle marks or other indications of drug abuse, and any decorative markings (tattoos, etc.).

Yes \_\_\_\_ (34a)      No \_\_\_\_ (34b)

- d. Laboratory tests, including tuberculin P.P.D. Skin test and R.P.R. testing.

Yes \_\_\_\_ (35a)      No \_\_\_\_ (35b)

- e. Disposition, such as the following:



- 
- i. Referral to an appropriate health care facility on an emergency basis.

Yes \_\_\_\_\_(36a)      No \_\_\_\_\_(36b)

- ii. Placement in the general inmate population and, referral to the appropriate health care service at FCJ.

Yes \_\_\_\_\_(37a)      No \_\_\_\_\_(37b)

- iii. Placement in the general inmate population along with classification.

Yes \_\_\_\_\_(38a)      No \_\_\_\_\_(38b)

- iv. Immediate referral to physician or physician's assistant when indicated.

Yes \_\_\_\_\_(39a)      No \_\_\_\_\_(39b)

- v. Establish a system of identifying and providing a monthly log of all inmates classified with contagious disease(s) to staff involved with inmate transportation.

Yes \_\_\_\_\_(40a)      No \_\_\_\_\_(40b)

- vi. Maintain a control log of all inmates medically screened at intake.

Yes \_\_\_\_\_(41a)      No \_\_\_\_\_(41b)

#### **J. Physical Examinations**

1. Proposer must establish policies and procedures for inmate examinations.

Yes \_\_\_\_\_(42a)      No \_\_\_\_\_(42b)

2. A physical examination must be completed, by a licensed physician, or physician's assistant or nurse practitioner, for each inmate within fourteen (14) days of formal induction to the system.

Yes \_\_\_\_\_(43a)      No \_\_\_\_\_(43b)

3. The physical examination must include, at a minimum, the following:

- 
- a. Review of the receiving screening form  
Yes \_\_\_\_ (44a) No \_\_\_\_ (44b)
- b. Complete history and physical examination, proposer must define in detail.  
Yes \_\_\_\_ (45a) No \_\_\_\_ (45b)
- c. Dental screening  
Yes \_\_\_\_ (46a) No \_\_\_\_ (46b)
- d. Vision and hearing screening  
Yes \_\_\_\_ (47a) No \_\_\_\_ (47b)
- e. Pelvic examination and PAP smear of all female inmates  
Yes \_\_\_\_ (48a) No \_\_\_\_ (48b)
- f. Rectal examination of all male inmates, 50 years and older  
Yes \_\_\_\_ (49a) No \_\_\_\_ (49b)
- g. HIV testing offered to all inmates, to include pre and post-test counseling  
Yes \_\_\_\_ (50a) No \_\_\_\_ (50b)
- h. Other tests and examinations, as required and indicated  
Yes \_\_\_\_ (51a) No \_\_\_\_ (51b)
- i. Initiation of medication and other therapy on a timely basis when appropriate  
Yes \_\_\_\_ (52a) No \_\_\_\_ (52b)

#### **K. Inmate Medical Requests**

- 
1. Proposer must establish policies and procedures for handling and responding to a non-urgent request for medical treatment within 48 hours. 72 to 48 hours on weekends and holidays.

Yes \_\_\_\_\_(53a)                      No \_\_\_\_\_(53b)

2. Patients may be evaluated by physicians, physician assistants, nurse practitioners or registered nurses. All nurses involved in screening such requests and evaluating patients shall be registered nurses with current training in physical assessment.

Yes \_\_\_\_\_(54a)                      No \_\_\_\_\_(54b)

3. The contractor's medical director will determine the appropriate triage process to be utilized for screening medical request forms upon receipt.

Yes \_\_\_\_\_(55a)                      No \_\_\_\_\_(55b)

4. Inmates referred to a physician or physician assistant must be evaluated within forty-eight (48) hours of initial referral, or sooner as medically appropriate.

Yes \_\_\_\_\_(56a)                      No \_\_\_\_\_(56b)

5. A physician or a physician's assistant must perform daily rounds on inmates housed in disciplinary detention and/or administrative segregation **that have requested medical care**. Rounds must be performed at least three times a week on **all inmates** housed in disciplinary detention and/or administrative segregation. These rounds will be logged by security staff on the housing units. The number of rounds will be reported in the minutes of the medical audit committee.

Yes \_\_\_\_\_(57a)                      No \_\_\_\_\_(57b)

6. Contractor must establish a system that tracks medical requests in a log from initial receipt to final disposition, including date of initial complaint and name and title of health provider who provided treatment.

Yes \_\_\_\_\_(58a)                      No \_\_\_\_\_(58b)

#### **L. Sick Call**

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1. Contractor must establish policies and procedures for the care and handling of inmate sick call requests. These policies must address inmate access to medical services within 48 hours (48 to 72 hours on weekends and holidays) of receiving a medical request. Under no circumstance shall Fulton County Jail security personnel be involved in any decisions regarding sick call requests, except that security staff shall assist a patient to get medical services when he/she requires urgent or emergency attention.

Yes \_\_\_\_ (59a)      No \_\_\_\_ (59b)

2. Sick call will be held Monday - Friday, excluding holidays. A physicians' assistant will be available on site 24 hours a day, 7 days a week. The PA must be onsite with medical doctor back up (on call).

Yes \_\_\_\_ (60a)      No \_\_\_\_ (60b)

3. Sick call requests initiated by inmates must be processed daily, upon receipt. Sick call must be triaged within the first 24 hours of receipt.

Yes \_\_\_\_ (61a)      No \_\_\_\_ (61b)

4. The medical director shall determine the appropriate triage process to be utilized for specific categories of complaints.

Yes \_\_\_\_ (62a)      No \_\_\_\_ (62b)

5. Contractor must establish a log that tracks all sick call requests from initial receipt to final disposition.

Yes \_\_\_\_ (63a)      No \_\_\_\_ (63b)

#### **M. Referral system**

1. The contractor must establish policies and procedures for the care and handling of inmates whose medical case requires a higher level of care than that provided at the FCJ.

Yes \_\_\_\_ (64a)      No \_\_\_\_ (64b)

2. The contractor is responsible for locating an appropriate physician and

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establishing the appointment date and time with a County and/or state supported facility in the event an inmate requires the services of a medical specialist.

Yes \_\_\_\_ (65a)      No \_\_\_\_ (65b)

3. Unless court ordered, any and all facilities to whom cases are referred must be County and/or state supported.

Yes \_\_\_\_ (66a)      No \_\_\_\_ (66b)

4. The contractor must provide a system that can identify, isolate and track all inmate referral cases and which should, at a minimum, provide the following information:

- a.      Date of initial medical request

Yes \_\_\_\_ (67a)      No \_\_\_\_ (67b)

- b.      Physician requesting and date of referral

Yes \_\_\_\_ (68a)      No \_\_\_\_ (68b)

- c.      Physician, facility and location of referral, including a reason for referral

Yes \_\_\_\_ (69a)      No \_\_\_\_ (69b)

- d.      Current and final disposition (including objective data in final disposition)

Yes \_\_\_\_ (70a)      No \_\_\_\_ (70b)

- e.      Prioritization, and primary care physician review of patient every 30 days until patient is seen by specialist.

Yes \_\_\_\_ (71a)      No \_\_\_\_ (71b)

- f.      Timely response to consultant's recommendations, as medically necessary.

Yes \_\_\_\_ (72a)      No \_\_\_\_ (72b)

5. The contractor must generate and make available upon request to the Fulton

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County Jail Director of Health Services a monthly log on all referrals. The log must indicate, at a minimum, inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

Yes \_\_\_\_ (73a)      No \_\_\_\_ (73b)

**N. Specialty Consultations/Clinics**

1. The following clinics must be provided on site:
  - a. Infectious disease, including HIV specialist
  - b. Obstetrics / Gynecology
  - c. Internal medicine
  - d. chronic disease clinics for asthma, hypertension, epilepsy, diabetes
  - e. Kidney dialysis ( On-site Kidney Dialysis may be a contracted service or staffed and equipped by the proposer. The annual cost of the provision of the service is to be included in this section of the proposal.)
  
2. To support the delivery of comprehensive health services, contractor will schedule the following specialty consultations with Grady Hospital
  - a. Urology
  - b. Gastroenterology
  - c. Neurology / neurosurgery
  - d. Cardiology
  - e. Ophthalmology
  - f. General surgery
  - g. Dermatology
  - h. Physical therapy
  - i. Nephrology
  - j. Ears-Nose-Throat
  - k. Allergy
  - l. Podiatry
  - m. Hematology
  - n. Plastic surgery
  - o. Thoracic surgery
  - p. Oncology
  - q. Endocrinology
  - r. Orthopedic

3. If the consultation cannot be conducted on site, the Facility's Medical Director

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shall assess the situations carefully and the proposer's administrator will make arrangements for the transportation of inmates to a County or state health care provider with whom an agreement has been established.

Yes \_\_\_\_ (74a)      No \_\_\_\_ (74b)

4. The proposer will be expected to arrange the following diagnostic tests used in the above-mentioned clinics:

- a. Echocardiograms
- b. Sonograms
- c. Electromyelograms
- d. CT scans
- e. Colonoscopies
- f. Endoscopies
- g. Medical prosthetics
- h. Magnetic resonance imaging

Yes \_\_\_\_ (75a)      No \_\_\_\_ (75b)

5. If clinics cannot be conducted on site, the Facility Medical Director shall assess the situations carefully and the proposer's administrator will make arrangements for the transportation of inmates to a County or state health care provider with whom an agreement has been established.

Yes \_\_\_\_ (76a)      No \_\_\_\_ (76b)

6. Optometry services

- . The contractor will be responsible for optometric services when eyeglasses are court ordered.

Yes \_\_\_\_ (77a)      No \_\_\_\_ (77b)

7. Chronic illness/disease

- a. The proposer shall establish chronic illness/disease clinics on site. A PA, NP, or MD will treat these patients in these clinics.

Yes \_\_\_\_ (78a)      No \_\_\_\_ (78b)

- b. Proposer shall maintain current clinical guidelines for the most prevalent chronic diseases, such as:

- 
- i. Asthma
  - ii. Diabetes
  - iii. Epilepsies
  - iv. Hepatitis B and C
  - v. HIV
  - vi. Hypertension

These should be evidence based and should rely on nationally accepted guidelines, customized for the correctional environment. These shall be reviewed or updated annually, or sooner if medically appropriate.

Yes \_\_\_\_ (79a)      No \_\_\_\_ (79b)

9. Infectious disease

- a. Contractor must establish policy and procedures for the care and handling of inmates diagnosed with an infectious disease. The care and handling of inmates must include onsite case management services. Contractor must establish a working relationship with the Fulton County Infectious Disease Clinic and Grady IDC.

Yes \_\_\_\_ (80a)      No \_\_\_\_ (80b)

- b. Contractor must maintain current guidelines that conform to CDC and OSHA recommendations for communicable diseases:

- i. Tuberculosis control plan
- ii. Blood borne pathogen control plan
- iii. Clinical guidelines for HIV and access standards that meet court orders
- iv. CDC recommendations and guidelines for the screening, treatment and prevention of hepatitis.

Yes \_\_\_\_ (81a)      No \_\_\_\_ (81b)

- c. Contractor must develop a tuberculosis surveillance program, and communicate with the County and state health departments as required for patient care and under the law.

Yes \_\_\_\_ (82a)      No \_\_\_\_ (82b)

- d. Contractor will provide the following services for Fulton County Jail staff upon request at no additional cost:



- 
- i. Annual tuberculin skin testing and referral

Yes \_\_\_\_ (83a)

No \_\_\_\_ (83b)

- ii. Tetanus antitoxin post exposure as indicated

Yes \_\_\_\_ (84a) No \_\_\_\_ (84b)

- iii. Hepatitis B vaccine series (Note: antibody testing is not recommended or required by the CDC)

Yes \_\_\_\_ (85a) No \_\_\_\_ (85b)

- iv. Post-exposure testing and prophylaxis for staff, as medically appropriate, until the staff member can reach his/her primary physician.

Yes \_\_\_\_ (86a) No \_\_\_\_ (86b)

- v. Emergency intervention for on site injuries

Yes \_\_\_\_ (87a) No \_\_\_\_ (87b)

- e. Proposer will not be responsible for the provision of routine health services to correctional staff.

Yes \_\_\_\_ (88a) No \_\_\_\_ (88b)

- f. Contractor must generate and provide monthly logs of all inmates diagnosed with an infectious disease. At a minimum, the contractor must provide inmate name and identification number and identify the infectious disease.

Yes \_\_\_\_ (89a) No \_\_\_\_ (89b)

**o. HIV Treatment**

In compliance with the federal consent order in *Foster v. Fulton County*, the proposer will be required to adhere to the following specifications regarding inmates with HIV infection or AIDS:

- 
1. A member of the medical staff will draw blood for t-cells and viral load testing for all known HIV - positive inmates within 48 hours arrival at the FCJ. (72 hours if on Friday)

Yes\_\_\_\_\_ (90a)    No\_\_\_\_\_ (90b)

2. Except in an emergency, intake screening of HIV - positive inmates will happen within 4 hours of an inmate's arrival at the FCJ.

Yes\_\_\_\_\_ (91a)    No\_\_\_\_\_ (91b)

3. Within 48 hours of arrival at the FCJ, everyone whose HIV medication were continued at intake or has symptoms of active HIV - related infections will receive a comprehensive physical exam, including tests for sexually transmitted diseases.

Yes\_\_\_\_\_ (92a)    No\_\_\_\_\_ (92a)

4. HIV - positive inmates not on medication at time of intake will receive a comprehensive physical within 10 days of their arrival.

Yes\_\_\_\_\_ (93a)    No\_\_\_\_\_ (93a)

5. All HIV - positive inmates will have a written treatment plan developed by the HIV specialist within two weeks after they are identified as HIV - positive.

Yes\_\_\_\_\_ (94a)    No\_\_\_\_\_ (94b)

6. The medical staff will test the t-cell count and viral load of all HIV - positive inmates at least every three months or as indicated by the HIV Specialist.

Yes\_\_\_\_\_ (95a)    No\_\_\_\_\_ (95b)

7. Inmates with a t-cell count fewer than 500 who have an HIV - related illness, or who are prescribed antiretroviral medication at least every three months will see an HIV specialist or as indicated by the HIV specialist.

Yes\_\_\_\_\_ (96a)    No\_\_\_\_\_ (96b)

8. Medical staff will tell HIV - positive inmates the results of any medical tests and assessments (including t-cell and viral loads) within one week after the medical staff receives these results.

Yes\_\_\_\_\_ (97a)    No\_\_\_\_\_ (97b)

- 
9. Provide HIV - positive inmates with at least a four-day, and not more than seven-day, supply of their medication at the time of their release from Jail.

Yes \_\_\_\_\_(98a) No \_\_\_\_\_(98b)

10. All persons with HIV and/or symptoms of tuberculosis will have a chest x-ray within forty-eight hours of intake.

Yes \_\_\_\_\_(99a) No \_\_\_\_\_(99b)

11. All known HIV - positive female inmates will receive PAP smears every six months.

Yes \_\_\_\_\_(100a) No \_\_\_\_\_(100b)

12. HIV - positive inmates will not remain in the intake holding cell for more than eight hours.

Yes \_\_\_\_\_(101a) No \_\_\_\_\_(101b)

13. Medical and dietary grievances by HIV - positive inmates will be answered within 72 hours of their submission to medical staff, and no issue related to medical care will be designated "non-grievable".

Yes \_\_\_\_\_(102a) No \_\_\_\_\_(102b)

**P. Emergency Services**

1. Contractor will utilize Grady Hospital (Fulton-DeKalb Hospital Authority) for emergency care to inmates of the Fulton County Jail.

Yes \_\_\_\_\_(103a) No \_\_\_\_\_(103b)

2. The proposer will be responsible for health care delivery on a twenty-four (24) hour per day, seven days per week basis. Emergency services are provided in the treatment rooms on the third floor of the low-rise building.

Yes \_\_\_\_\_(104a) No \_\_\_\_\_(104b)

3. In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on site. Health services staff will be expected to provide on site emergency intervention for staff, inmates and visitors when necessary. All proposer professional staff shall be required to be trained in

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BLS on a current basis. All physicians, PAs and NPs shall be trained on a current basis on the use of the automated external defibrillator.

Yes \_\_\_\_ (105a) No \_\_\_\_ (105b)

4. All emergencies requiring a "911 call" or its equivalent will be reported to the Fulton County Jail Director of Health Services and the Chief Jailer within twenty-four (24) hours, by the proposer, with particular attention to the elapsed time between the call for assistance and the arrival of trained personnel and the need for corrective action.

Yes \_\_\_\_ (106a) No \_\_\_\_ (106b)

5. The contractor must generate and provide the Fulton County Jail Director of health services a weekly log on all inmates requiring emergency services, Monday - Sunday. The log must indicate, at a minimum, inmate name, identification number, and diagnosis..

Yes \_\_\_\_ (107a) No \_\_\_\_ (107b)

**Q. Pharmacy**

1. Contractor must provide on-site and off-site pharmacy services. The pharmacy is licensed as a prison pharmacy and is to be operated in accordance with the state regulations that govern a prison pharmacy. This shall include the establishment of a formulary that does not unreasonably restrict inmates from modern medicinal practice, a formalized process for obtaining Non-formulary medication, prescription practices that require that medications be prescribed only when clinically indicated and that a practitioner before renewal reviews prescriptions. In addition, there shall be procedures for medication receipt, distribution, storage, dispensing, administration and disposal. There must be secure storage and perpetual inventory of all controlled substances, syringes and needles. There must be proper management of pharmaceuticals administered in accordance with state and federal law. Administration of medication shall be by persons properly trained and under supervision of the medical director. There shall be accountability for administering or distributing medication in a timely manner according to physician orders. Further, the facility shall maintain a stock of frequently prescribed medications for use on an urgent basis. This shall include, at a minimum, medications for pain and the treatment of infection and shall further include the commonly prescribed medications for hypertension, diabetes, asthma, epilepsy and HIV infection. These shall be available to all inmate patients within four hours of prescription, as medically appropriate.

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2. The proposer is responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals at all facilities covered by this RFP, in accordance with all local, state and federal rules, regulations and laws. The proposer will be responsible for the cost of all prescription and Non-prescription medications including antiretroviral and other AIDS-related medications. The proposer will be expected to provide a computerized pharmacy system. The pharmacy must:

- a. Maintain inventory, cost, and ordering records for all pharmaceuticals, including all over-the-counter medications dispensed by the pharmacy.

Yes \_\_\_\_\_(108a) No \_\_\_\_\_(108b)

- b. Keep up-to-date patient drug profiles

Yes \_\_\_\_\_(109a) No \_\_\_\_\_(109b)

- c. Identify potential drug interactions for all ordered drugs

Yes \_\_\_\_\_(110a) No \_\_\_\_\_(110b)

- d. Have the capacity to generate lists of inmates on certain medications or categories of medication, as requested by the Chief Jailer or Director of Health Services

Yes \_\_\_\_\_(111a) No \_\_\_\_\_(111b)

- e. Generate lists of inmates whose chronic medications are within seven (7) days of expiration

Yes \_\_\_\_\_(112a) No \_\_\_\_\_(112b)

- f. Identify adverse drug interactions when inmates are prescribed multiple drugs including psychotropic drugs ordered by mental health proposer.

Yes \_\_\_\_\_(113a) No \_\_\_\_\_(113b)

- 
3. The contractor's pharmacist must participate in quality management activities, especially those involving formulary or drug utilization review activities and be compatible with outcome measures and indicators described in continuous quality improvement programs including the listing of the ten most frequently prescribed drugs and the ten most expensive drugs prescribed within the institution

Yes \_\_\_\_ (114a)

No \_\_\_\_ (114b)

4. Pharmacy staff is responsible for packaging controlled and over-the-counter drug prescriptions, as prescribed by the physician

Yes \_\_\_\_ (115a)    No \_\_\_\_ (115b)

5. The pharmacy must meet all local, state and federal licenses, rules, regulations and laws governing pharmaceutical operation. Contractor must display current operating license(s) at all times.

Yes \_\_\_\_ (116a)

No \_\_\_\_ (116b)

6. All medications must be ordered by a clinician licensed to do so and records of administration of medicine must be maintained.

Yes \_\_\_\_ (117a)

No \_\_\_\_ (117b)

7. Contractor must establish a pharmacy and therapeutics aspect to the work of the quality improvement committee to consider changes to the formulary and to review patterns of medication use.

Yes \_\_\_\_ (118a)

No \_\_\_\_ (118b)

## **R. Medication Distribution**

1. The Sheriff's Office will provide the inmates at the County Jail the ability to purchase over-the-counter drugs through the inmate commissary system. These drugs will include the following medications:

- a.     Maalox
- b.     Tylenol / Advil
- c.     Cold medicines
- d.     Anti-fungal creams
- e.     Antibiotic creams

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2. Medication distribution may, in the sole discretion of the Sheriff, be through self-administration by the inmate, as per the prescribing practitioner. No inmates on the mental health caseload may self-administer medications. The following medications may not be delivered on a self-administered basis.

- a. Medications for prevention or treatment of tuberculosis
- b. Psychotropic medications (any medications on the mental health formulary)
- c. Controlled substances
- d. Such other medication as may be specified by the Sheriff

3. "Self-administered", medication means that the inmates will be given the full regimen as ordered by the practitioner to take as it is prescribed.

4. Medication must be delivered daily, seven (7) days each week and two (2) times per day or more as medically appropriate, only by licensed professional staff.

Yes \_\_\_\_ (119a)

No \_\_\_\_ (119b)

5. Proposer is required to establish/ develop a plan for those inmates scheduled out for court appearances. Medications must be provided for those inmates who are court ordered to treatment programs.

Yes \_\_\_\_ (120a)

No \_\_\_\_ (120b)

6. Contractor must provide a system for the daily delivery and dispensation of medication. Proposer must indicate, at a minimum, the following:

a. How medications will be delivered

Yes \_\_\_\_ (121a)

No \_\_\_\_ (121b)

b. Time frame in which delivery is to occur

Yes \_\_\_\_ (122a)

No \_\_\_\_ (122b)

c. Address the need in which medication requires multiple administrations during a twenty-four (24) hour period

Yes \_\_\_\_ (123a)

No \_\_\_\_ (123b)

- 
7. Contractor must provide a system for the delivery of over-the-counter medication on an as requested basis by the inmates. Delivery must be by licensed professional staff only. Contractor must describe in detail the proposed system. The proposed system is subject to approval by the Fulton County Sheriff.

Yes \_\_\_\_ (124a)

No \_\_\_\_ (124b)

#### **S. Laboratory Services**

1. Contractor must establish an agreement with an approved provider to provide laboratory services. Such agreement must be reviewed by and approved by the Sheriff and the County.

Yes \_\_\_\_ (125a)      No \_\_\_\_ (125b)

2. Laboratory services must provide stat work with results within twenty-four (24) hours after the specimen is obtained (when such tests are available.)

Yes \_\_\_\_ (126a)

No \_\_\_\_ (126b)

3. Contractor must generate and provide a weekly log of laboratory tests performed. The log must provide inmate name and identification number, and test type.

Yes \_\_\_\_ (127a)

No \_\_\_\_ (127b)

4. RPR testing for syphilis is to be processed in 24 – 72 hours

#### **T. Radiological Services**

1. Contractor must utilize radiological equipment provided by the County and located at the Jail. Proposer must maintain all x-ray equipment at its expense.

Yes \_\_\_\_ (128a)

No \_\_\_\_ (128b)

2. Contractor must establish an agreement with a facility to provide radiological services in the event requirements exceed the capability of County Jail equipment.

Yes \_\_\_\_ (129a)

No \_\_\_\_ (129b)



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3. All x-rays must read by a board certified radiologist with a turn-around time of forty-eight (48) hours. All proposals must include a plan for reading x-rays associated with "emergencies". Contractor must provide a radiologist on- site. If the contractor proposes to provide off-site radiologist services, the Sheriff must individually approve this specific request.

Yes \_\_\_\_ (130a)      No \_\_\_\_ (130b)

**U. Medical Records**

1. The proposer shall be responsible for the tracking of medical records from checkout to return of records; archival and retrieval of inactive medical records.
2. The proposer is responsible for maintenance and retention of a complete, standardized, problem oriented medical record for all inmates in accordance with prevailing medical regulations for confidentiality, retention and access. The proposer shall ensure that its staff documents all health care contacts in the incarcerated person's health care record in the proper medical record format.

Yes \_\_\_\_ (131a)      No \_\_\_\_ (131b)

3. Each medical record must contain, but not be limited to, an updated problem list; results of the physical examination, tuberculin skin test, pregnancy test for all females of child bearing age, RPR (rapid plasma reagent), and all hospital and outside service reports, including discharge summaries. Each medical record must have tabs to divide the record by physician's orders, progress notes, lab reports, etc.

Yes \_\_\_\_ (132a)      No \_\_\_\_ (132b)

4. The medical records department is responsible for forwarding a copy of the inmate medical record or summary of treatment, whichever is required by the receiving facility, in a timely manner to the appropriate facility in the event of a transfer. A current dated medical record must be available at all times for any inmate. All requests for medical record information and correspondence must be responded to in a timely manner.

Yes \_\_\_\_ (133a)      No \_\_\_\_ (133b)

- 
5. The medical records department is responsible for ensuring that a copy of the inmate's medical record summary accompanies him/her on each health service encounter, both inside and outside the facility.

Yes \_\_\_\_ (134a)      No \_\_\_\_ (134b)

6. The contractor will work closely with County in the timely implementation of an automated appointment system, medical record and report generator. The County will provide the hardware and software for such a system.

Yes \_\_\_\_ (135a)      No \_\_\_\_ (135b)

## **V. Special Medical Diets**

1. The proposer will be responsible for cooperating with the food service provider to insure the provision of medically necessary therapeutic diets. The following diets may be ordered from food service:

- a. Mechanical soft (chewing problem), (digestive problem), (decreased fiber)
- b. Low sodium
- c. Low fat/low cholesterol
- d. High fiber
- e. ADA diabetic/specify number of calories
- f. Heart healthy
- g. Full liquid
- h. Clear liquid
- i. Hypoglycemia diet (state total number of calories)
- j. Renal diet
- k. Other medically necessary diets

Yes \_\_\_\_ (136a)      No \_\_\_\_ (136b)

2. The proposer will work with the dietary department and Chief Jailer to minimize the number of unnecessary diet prescriptions.

Yes \_\_\_\_ (137a)      No \_\_\_\_ (137b)

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**W. Inmate Complaint/Grievance Procedure**

1. Contractor must establish policy and procedures on handling inmate complaints regarding medical care.

Yes \_\_\_\_ (138a)                      No \_\_\_\_ (138b)

2. Contractor must provide system of tracking complaints from receipt to resolution. The contractor must respond to and answer all official grievances within seventy-two (72) hours of receipt.

Yes \_\_\_\_ (139a)                      No \_\_\_\_ (139b)

3. Contractor must generate and provide a weekly log of complaints received. Reports must include, at a minimum, inmate name and identification number, date complaint received, complaint description, current and final disposition.

Yes \_\_\_\_ (140a)                      No \_\_\_\_ (140b)

**X. In-Service Training**

1. Contractor must provide in-service educational programs, topics of which will be identified on an on-going basis through the continuous quality improvement program. Training must be in compliance with all applicable professional certification standards.

Yes \_\_\_\_ (141a)                      No \_\_\_\_ (141b)

2. Contractor will provide a minimum of forty (40) hours annual in-service training for full-time employees, including physicians.

Yes \_\_\_\_ (142a)                      No \_\_\_\_ (142b)

3. Contractor will provide a minimum of twenty (20) hours annual in-service training for part-time employees.

Yes \_\_\_\_ (143a)                      No \_\_\_\_ (143b)

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**Y. Administrative**

1. Contractor's staff will design and implement policies, procedures and protocols for the health care unit and medical staff.

Yes \_\_\_\_ (144a)                      No \_\_\_\_ (144b)

2. Contractor shall be responsible for ensuring that its staff report any problems and/or unusual incidents to the Director of Health Services or his/her designee.

Yes \_\_\_\_ (145a)                      No \_\_\_\_ (145b)

3. Contractor's staff shall represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.

Yes \_\_\_\_ (146a)                      No \_\_\_\_ (146b)

4. Contractor's staff shall properly complete employee evaluations for those employees under their direct supervision.

Yes \_\_\_\_ (147a)                      No \_\_\_\_ (147b)

5. Contractor shall assist with Fulton County Sheriff's Office staff training in emergency medical safety procedures, occupational exposure to infectious disease, care and treatment of HIV inmates.

Yes \_\_\_\_ (148a)                      No \_\_\_\_ (148b)

**Z. Employee Schedules**

1. All hours shall be spent on-site at FCJ or any satellite location, except as otherwise agreed to by both parties. The contractor's schedule may be modified only upon the parties' mutual agreement.

Yes \_\_\_\_ (149a)                      No \_\_\_\_ (149b)

2. All full-time contractual employees shall be on site for a minimum of forty (40) hours per week.

Yes \_\_\_\_ (150a)                      No \_\_\_\_ (150b)

- 
3. All contractual employees shall be required to comply with sign-in and sign-out procedures. The Sheriff shall have access to all records indicating the hours worked by each employee.

Yes \_\_\_\_ (151a)      No \_\_\_\_ (151b)

4. All contractors' employees shall wear photographic identification badges, issued by the Sheriff's Office, at all times when on site at the Jail or any satellite location.

Yes \_\_\_\_ (152a)      No \_\_\_\_ (152b)

5. All proposals must include a twenty-four hour, seven day a week (24/7) labor staffing pattern plan. Each position shall include the following:

- a. Post or area of responsibility

Yes \_\_\_\_ (153a)                      No \_\_\_\_ (153b)

- b. Hours to be worked

Yes \_\_\_\_ (154a)                      No \_\_\_\_ (154b)

- c. Annual salary

Yes \_\_\_\_ (155a)                      No \_\_\_\_ (155b)

6. The County will not pay any monies for a vacant position that is not filled for whatever reason (temporary agency staff may be used to fill vacant positions). **The contractor will include a list of all vacant positions and respective credits on each monthly invoice.** The County reserves the right to assess liquidated damages for all vacant posts based on the hourly rate for that position. Credit for vacant positions will be submitted on each monthly invoice.

Yes \_\_\_\_ (156a) No \_\_\_\_ (156b)

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**AA. New Employee Orientation**

1. The contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical protocols, policies, practices, and procedures on-site at FCJ. Orientation regarding other facility operations shall be the responsibility of FCJ.

Yes \_\_\_\_ (157a) No \_\_\_\_ (157b)

2. The contractor shall distribute a written job description to each member of the health care staff, which delineates the assigned responsibilities of each employee.

Yes \_\_\_\_ (158a) No \_\_\_\_ (158b)

3. The contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with job descriptions.

Yes \_\_\_\_ (159a) No \_\_\_\_ (159b)

**BB. Minimum Fulton County Jail Staffing Requirements**

1. Contractor must provide the minimum staffing requirements listed below to include the number of positions and full time equivalent (*FTE*) hours indicated. Any deviation from the staffing plan can only be made with the express written approval of the Sheriff. These requirements are based upon the projection of 2800 inmates and shall be adjusted proportionally upward in the event the inmate population exceeds 2800 inmates.

<b><u>POSITION</u></b>	<b><u>FTE</u></b>
Administrator	1.0
Secretary / Transcriptionist	3.0
Medical Director	1.0
Staff Physician	3.0
Physician's Assistant/ NPs	10.0
Dental Director	1.0
Dentist	1.6
Dental Assistant	3.0
Director of Nursing	1.0
Assistant Dir. of Nursing	1.0
Registered Nurse	11.6
Licensed Practical Nurse	45.0
Medical Assistant	15.0

Chief Physician	1.0
Nursing Supervisor	3.0
Pharmacist	.6
Medical Records Administrator	1.0
Medical Records Clerks	11.0
Lab Technician	1.0
Radiologist	.4
Registered X-ray Technician	1.0
X-ray Technician Assistant	1.0
Outpatient Referral/Diets Clerk	1.0
HIV coordinator	1.0
Infectious Disease Specialist (MD)	.5
Infectious Disease Nurse (RN.)	1.0
Infectious Disease Coordinator	1.0
Information Officer	1.0
Intake Coordinator (RN)	1.0
CQI Coordinator	1.0
TB Nurse (LPN)	1.4
<b>TOTAL</b>	<b>126.1</b>

## CC. Security

1. The contractor's personnel shall be subject to all of the security regulations and procedures of FCJ.

Yes \_\_\_\_\_(160a)      No \_\_\_\_\_(160b)

## DD. Equipment

1. Maintenance and replenishment of equipment and instruments

- A. Contractor will maintain all equipment and instruments necessary for the performance of this contract in good working order during the term of this agreement. If additional or replacement equipment and instruments are required by the contractor during the term of this agreement, the contractor will purchase such items at its own cost with the exception of the x-ray machine and darkroom processor.

Yes \_\_\_\_ (161a) No \_\_\_\_ (161b)

- B. The contractor shall be responsible for all equipment used in the provision of all administrative information, forms, logs and/or reports required.

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Yes \_\_\_\_ (162a)

No \_\_\_\_ (162b)

**EE. Hazardous Waste**

1. The contractor shall be responsible for the storage, removal and disposal of all hazardous waste materials. Such removal and disposal shall be in accordance with all applicable local, state and federal rules, regulations and code.

Yes \_\_\_\_ (163a)      No \_\_\_\_ (163b)

**FF. Basis of Payments**

6.1 Proposer shall utilize the following format to submit pricing information for the requested services. The proposer shall also provide a list of critical assumptions upon which the breakdown of monthly costs is based, the purpose of which is to provide the County with information on the dollar amount the proposer is allocating to each category. **The price proposal must be submitted in a separate sealed envelope.**

**GG. Evaluation and Selection Criteria**

**Please provide five copies of the RFP.**

1. The health service provider shall be evaluated by a Fulton County evaluation committee consisting of representatives of the Sheriff's Office and Purchasing Department, with the final decision resting with the Fulton County Board of Commissioners. The criteria used for determining the selected proposal shall include:
  - A. Quality of staff and relative experience. **25%**
  - B. Performance Record. **20%**
  - C. Clarity and quality of proposal. **10%**
  - D. Current workload. **10%**
  - E. Local preference. **10%**
  - F. **Financial Stability 5%**
  - G. Cost proposal **20%**



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2. The evaluation committee shall make its evaluation based on the submitted proposals. The County's representatives may require visits, at the proposer's expense, to selected proposers and proposer sites to verify submitted proposal data. The proposals shall be complete and stand-alone.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall be arranged and include content as described below:

#### ***Section 1 - Executive Summary***

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

#### ***Section 2 – Project Plan***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

#### ***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Medical Director.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in correctional medicine.
3. The Medical Director must have a minimum of five (5) years experience in correctional medicine.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background

- 
- Current and Past Relevant Experience
  - Relevant Training
  - Courses completed during past five (5) years
  - Previous Work Experience related to correctional medicine in the State of Georgia
  - Include two (2) references for each key personnel member on similar projects.
  - Include the role and responsibilities that each key personnel member will perform on this project.

#### ***Section 4 – Relevant Project Experience***

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) projects where the Proposer has provided physical health services in a correctional setting with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which have jail facilities with 2800 inmates or more. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the facility, years performed and the facility location.
- A description of the services provided and fees paid to proposer.
- A reference, including a contact name, addresses and phone number. This reference should be the facility staff member who was in charge of the project for the city or county.

#### ***Section 5 – Proposer Financial Information***

Proposers will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

##### **Financial Statement/Capability**

In order for the County to evaluate, verify and understand the Proposer's financial capability, the following documentation is required for the Proposer:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

- 
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
  - (4) Documentation and discussion of the financial condition and capability of the Proposer (s).
  - (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

***Section 6 - Availability of Key Personnel***

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

***Section 7- Location of Firm***

Please provide the business location (the term business location means a physical structure, office or suite but does not include a post-office box or a temporary job or project site location) of the Proposer or Bidder. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or partnership agreement including the business address of all members.

**3.5 COST PROPOSAL FORMAT AND CONTENT**

The Price Proposal shall be provided in a separate sealed envelope in accordance with section 3.1 of this RFP, and will include current information and shall be arranged and include content as described below:

***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

***Section 2 - Completed Price Proposal Forms***

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

### Price Proposal

Item number	Expense category	Itemized expense category cost -\$-
1.	Total base cost <b>(2,800 inmates)</b>	\$ Year
2.	Total base cost	\$ Per month
3.	Total base cost <b>(2,800 inmates)</b> per month	\$ Per inmate
4.	Cost per inmate <b>(over 2,800)</b> per month	\$ Per inmate
5.	<b>(2800 inmates)</b>	Annual cost
5a.		\$ Year 1
5b.		\$ Year 2
5c.		\$ Year 3

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## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	Quality of staff and relative experience	25%
<b>B.</b>	Performance record	20%
<b>C.</b>	Clarity and quality of proposal	10%
<b>D.</b>	Current workload	10%
<b>E.</b>	Local preference	10%
<b>F.</b>	Financial Stability	5%
<b>F.</b>	Cost proposal	20%
	<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

#### **Procurement Affidavits**

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire

### **5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION**

The following paragraphs present an overview of each Procurement Affidavit Form required.

#### **5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

#### **5.2.2 Non-Collusion Affidavit**

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

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### **5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### **5.2.4 Disclosure Form and Questionnaire**

Proposer shall complete and submit Form 4, which requests disclosure of business and litigation.

### **CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### ***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

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## DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) *Causes for Suspension.* The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;



- 
- c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
  - i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
  - ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

## **STATE OF GEORGIA**

## **COUNTY OF FULTON**

### **NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

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Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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STATE OF GEORGIA

COUNTY OF FULTON

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**CERTIFICATE OF ACCEPTANCE OF REQUEST  
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

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## **FULTON COUNTY JAIL INMATE PHYSICAL HEALTH SERVICES 06RFP00016YB-BR**

### **OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### **LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

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- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

- 
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                      YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



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Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

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funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_  
Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); \*\*If yes, please attach copy of recent certification.**

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

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**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Firm or Corporate Name:**\_\_\_\_\_

**Address:**\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:**\_\_\_\_\_



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## EXHIBIT D

### LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_  
\_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

---

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

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**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date    Ending Date	
TOTALS						

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Nortary: \_\_\_\_\_

Date: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

## SECTION 7

# INSURANCE AND RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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**5. UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
---------------------------------------	-----------------	---	-------------



- |                                  |                 |   |             |
|----------------------------------|-----------------|---|-------------|
| 6. <b>PROFESSIONAL LIABILITY</b> | Each Occurrence | - | \$5,000,000 |
|                                  | Aggregate Limit | - | \$5,000,000 |
- (Required if respondent providing bid/quotation for professional services).

- |  |                 |   |            |
|--|-----------------|---|------------|
| 7. <b>FIDELITY BOND</b><br>(Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |
|--|-----------------|---|------------|

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

### **USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

### **PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final***

***acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:\_\_\_\_\_SIGNATURE:\_\_\_\_\_

NAME:\_\_\_\_\_TITLE:\_\_\_\_\_DATE:\_\_\_\_\_